

SELF STORAGE RENTAL AGREEMENT

Unit # _____
Rent Rate _____
Agreement Date _____, 20_____

Renter Information

Renter Name (please print) _____

Street Address _____

City _____ State _____ Zip _____

E-Mail Address _____ (Keep this address current, we will use this address to send you lien and other important notices notices)

Home Phone # _____

Mobile Phone # _____

Date of Birth _____

Driver's License # _____ State _____ Expiration _____

Place of Employment _____

Work Phone # _____

Emergency Contact

Name _____

Street Address _____

City _____ State _____ Zip _____

Phone # _____

NOTICE OF LIEN: Pursuant to the Oregon Self-Service Storage Act, Renter's stored property is subject to a claim of lien in favor of Landlord and may even be sold if rent and other charges are not paid.

Insurance Notice: Renter's stored property is not protected by insurance held by Landlord. The Renter must purchase insurance covering the stored property at Renter's expense. Please Initial Here: _____

This Agreement is executed on the Agreement Date listed above. The Renter named above agrees to rent from the Landlord, the storage unit identified above under the terms and conditions described in this Rental Agreement.

1. **RENT.** Renter shall pay the Landlord monthly rent in advance and without demand, in full on or before the first (1st) day of each month. Partial rent payments will be accepted. No billing statement or invoices other than delinquent rent notices will be sent to the Renter. Renter understands that under no circumstances will Renter be entitled to a refund of the first month's rent paid on execution of this Agreement. Prior to vacating Renter agrees to give Landlord a minimum of 14 day prior written Notice to Vacate signed by the Renter. If this 14-day prior written Notice to Vacate is not submitted to the Landlord, the Renter will not be entitled to a prorated portion of the rent for the month in which the termination occurred. The Landlord may adjust the monthly rent by giving the Renter written notice not less than 30 days before the rent adjustment shall be effective. Any such adjustment in monthly rent shall not otherwise affect the terms of this Rental Agreement and all terms shall remain in force. Cash, check, credit card, electronic funds transfer or money orders only. Landlord reserves the right to require that the rent and other charges be paid by cash, certified check, electronic funds transfer or money order.

2. **TERM:** The minimum rental period is one month. : The term of this agreement shall commence on the date of this agreement and shall continue on a month-to-month basis thereafter.

3. **ADMINISTRATION FEE:** Occupant agrees to pay the administration fee indicated below.

4. **FEES.** Time is of the essence in the performance of this agreement and the payment of all rents and charges herein. In addition to the monthly rent, the following fees will be charged and are considered to be additional rent:

A. A one time administration fee of \$15 due on the date of this agreement.

B. Late Fee of \$10.00 shall be paid in the event Renter fails to pay the rent by close of business on the tenth (10th) day of the month. The late fee must be paid with the rent payment.

C. A Notice of Lien/Auction Preparation Fee of \$50.00 shall be paid should rent remain unpaid for 34 days after the rent due date. This notice shall be the final notice prior to sale after default.

D. Dishonored Funds/Check Fee of \$25.00 shall be charged for any check or credit card payment returned by any financial institution plus all charges charged to Landlord by any financial institution.

E. A Cleaning Fee of \$100.00 may be charged if the unit is not left clean when Renter vacates as further defined in paragraph nine (9).

5. **CROSS-COLLATERALIZATION OF STORAGE UNITS:** When Renter rents more than one Unit at this facility, the rent is secured by the property in all the Units rented. **Failure by Renter to pay on any Unit shall be considered a default on all Units rented.** Landlord may exercise all remedies including denial of access to the facility and sale of the property if all rent on all Units is not paid when due.

6. **CONDITION OF UNIT.** Renter has inspected the Unit and acknowledges and agrees that the unit is satisfactory for use as specified herein. Landlord does not make any guarantees, implied or express warranties or representations of the nature, conditions, safety and security of the unit or premises.

7. **PARTIAL RENT PAYMENTS:** Landlord, at Landlord's sole discretion, may accept or reject partial rent payments. **Acceptance of partial payments of rent by Landlord shall not constitute a waiver of Landlord's rights and Renter understands and agrees that acceptance of a partial rent payment made to cure a default for non-payment of rent shall not delay or stop foreclosure on Renter's stored property as provided by the Oregon Self-service Storage Facility Act.** When Renter rents more than one storage Unit, Landlord may, in Landlord's sole discretion, reject any payment that does not cover the rent for all Units rented. Renter may only pay rent on fewer than all Units rented with the prior written consent of Landlord.

8. **USE OF STORAGE UNIT:** Landlord is not engaged in the business of storing goods for hire and no bailment is created under this Agreement. Landlord exercises neither care, custody nor control over Renter's stored property. Renter agrees to use the storage Unit only for the storage of property wholly owned by Renter. **Renter agrees not to store collectibles, heirlooms, jewelry, works of art or any property having special or sentimental value to. Renter waives any claim for emotional or sentimental attachment to the stored property. Renter shall not store food or any perishable items in the Unit. Renter shall not store animals.**

9. **VALUE OF PROPERTY STORAGE:** Renter agrees not to store property with a total value in excess of \$5,000 without the written permission of the Landlord. **If such written permission is not obtained, the value of Renter's property shall be deemed not to exceed \$5,000.** Nothing herein shall constitute any agreement or admission by Landlord that Renter's stored property has any value, nor shall anything alter the release of Landlord's liability set forth below.

10. **INSURANCE:** Renter, at Renter's expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of stored property. Insurance on Renter's property is a material condition of this agreement and is for the benefit of both Renter and Landlord. Failure to carry the required insurance is a breach of this agreement and Renter assumes all risk of loss to stored property that would be covered by such insurance. Renter expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of Renter against Landlord, Landlord's agents or employees for loss of or damage to stored property.

11. **RELEASE OF LANDLORD'S LIABILITY FOR PROPERTY DAMAGE:** All personal property stored within or upon the storage Unit by Renter shall be at Renter's sole risk. Landlord and Landlord's agents and employees shall not be liable for any loss of or damage to any personal property in the storage Unit or at the self storage facility arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, mold, rodents, Acts of God, the active or passive acts or omissions or negligence of the Landlord, Landlord's agents or employees. This release of liability specifically extends to any losses or injury resulting from any failure in any security systems or security procedures employed at the premises from any cause whatsoever.

12. **RELEASE OF LANDLORD'S LIABILITY FOR BODILY INJURY:** Landlord, Landlord's agents and employees shall not be liable to Renter for injury or death as a result of Renter's use of the storage Unit or the self storage facility, even if such injury is caused by the active or passive acts or omissions or negligence of the Landlord, Landlord's agents or employees.

13. **INDEMNITY:** Renter agrees to indemnify, hold harmless and defend Landlord from all claims, demands, actions or causes of action (including attorneys' fees and all costs) that are hereinafter brought by others arising out of Renter's use of the storage Unit and common areas, including claims for Landlord's active negligence.

14. **LOCK:** Occupant shall provide, at Occupant's own expense, a lock that Occupant deems sufficient to secure space. If the space is found unlocked Owner may, but is not obligated to, take whatever measures Owner deems reasonable to re-secure the space, with or without notice to Occupant.

15. **LIMITATION OR DENIAL OF ACCESS:** Landlord may deny or limit Renter's access to the storage space when rent or other charges are in default or Renter is otherwise not in compliance with terms and conditions of this Agreement.

16. **RENTER ACCESS.** Renter shall have access to the storage unit during posted access hours, provided the Renter has complied with all terms and conditions regarding rent and other amounts to be paid.

17. **LANDLORD'S RIGHT TO ENTER:** Renter grants Landlord or Landlord's agents access to the storage Unit upon 48 advanced written notice to Renter. In the event of an emergency or nuisance, Landlord shall have the right to enter the premises without notice to Renter, and take such action as may be necessary or appropriate to preserve the premises, to comply with applicable law or to enforce Landlord's rights.

18. **TERMINATION OF THIS RENTAL AGREEMENT.** Either the Renter or the Landlord may terminate this Rental Agreement at the end of any calendar month by giving the other not less than fourteen (14) days prior written notice. Upon termination of this Agreement, Renter shall remove all personal property from the unit and immediately deliver possession of the unit to the Landlord in the same condition as delivered to Renter on the commencement date of this Agreement and broom clean. Renter agrees that all the provisions of the Agreement shall continue to apply as long as Renter retains possession of the storage unit and/or Renter's lock remains on rented unit. Property left on the premises or in the unit after termination shall be deemed abandoned and disposed of at Renter's expense.

19. **NOTICES:** All notices required by this rental agreement shall be sent by first class mail postage prepaid to Renter's last known address or to the electronic mail address provided by Renter. Notices shall be deemed given when deposited in the United States mail or sent to the electronic mail address provided. **All statutory notices may be sent as required by law. If Renter provides an electronic mail address Landlord may send notices exclusively by this method.**

20. **TIME TO BRING SUIT:** Renter agrees to file any lawsuit or other action against the Landlord, Landlord's agents or employees within one year of the event that caused the loss of or damage to Renter's stored property, bodily injury or any other liability or within one year of the termination of this Agreement, whichever is sooner. Renter understands and agrees that no suit or claim may be brought after one

21. **NO SUBLEASE OR ASSIGNMENTS.** Subleasing or assigning the rented storage unit is prohibited without the written consent of the Landlord. All persons designated as Renters in and signing this Agreement are considered to be persons responsible for carrying out the requirements of this Agreement.

22. **NO WARRANTIES.** No expressed or implied warranties are given by Landlord, Landlord's agents or employees as to the suitability of the storage Unit for Renter's intended use. Landlord disclaims and Renter waives any implied warranties of suitability or fitness for a particular use.

23. **WAIVER.** No waiver by Landlord of a default of this Agreement by Renter shall be deemed or considered to be a continuing waiver by and shall not operate to bar or prevent Landlord from declaring a default of any succeeding default of the same or other provisions of this Agreement.

24. **ENFORCEABILITY.** If any part of this Rental Agreement is held to be unenforceable for any reason, in any circumstance, the parties agree that such part shall be enforceable in other circumstances, and that all the remaining parts of this agreement will be valid and enforceable.

25. **RULES AND REGULATIONS.** The rules and regulations are posted in the office of the storage facility are made a part of this Agreement and Renter shall comply at all times with such rules and regulations. Landlord shall have the right from time to time to amend or establish additional rules and regulations for the safety, care and cleanliness of the premise. Upon the posting of any such amendment or additions in a conspicuous place they shall become a part of this Agreement. Renter acknowledges that Renter has received a copy of the current Rules and Regulations in effect on the date of this Agreement.

26. **ENTIRE AGREEMENT:** This Agreement constitutes the sole and only Agreement between the Landlord and Renter and supersedes any prior understanding either oral or written between the parties. Renter may be more than one person and that, in such event, the word "Renter" shall apply to each such person or entity and the rights and obligations of each such Renter shall be joint and several.

27. **SUCCESSION.** Except as otherwise set forth in this Agreement, all provisions of this Rental Agreement shall apply to and be binding upon all successors in interest, assigns or representatives of the parties hereto.

28. **UNIT SIZE APPROXIMATE:** Unit sizes are approximate and for comparison purposes only. Units may be smaller than indicated in advertising or other size indicators

PLEASE READ THE ENTIRE AGREEMENT BEFORE YOU SIGN: THIS RENTAL AGREEMENT LIMITS THE LANDLORD'S LIABILITY. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ ALL OF ITS TERMS AND CONDITIONS AND FULLY UNDERSTAND IT. IF YOU HAVE ANY QUESTIONS CONCERNING ITS LEGAL EFFECT, CONSULT YOUR LEGAL ADVISOR.

Renter Signature

Date

Print Name

On Behalf of Landlord